



**CITY OF ST. LOUIS RECREATION DIVISON
CONTRACT YEAR 2022**

REQUEST FOR PROPOSALS

FOR

COMPUTER LEARNING LAP

RFP OPENING DATE: October 25, 2021
RFP CLOSING DATE: November 15, 2021

City St. Louis Recreation Division
5600 Clayton Ave, In Forest Park
St. Louis, MO 63110
(314) 289-5320

Note: If this RFP was downloaded from the City of St. Louis RFP Website each applicant must provide contact information to the RFP contact person in order to be notified of any changes in this RFP document.

COMPUTER LEARNING LAP

REQUEST FOR PROPOSALS

BIDDER'S PRE-APPLICATION MEETING (Optional)

An optional Bidder's Pre-Application Meeting is scheduled for the purpose of reviewing and responding to questions about the requirements set forth in this Request for Proposal(s). If bidders have questions or concerns about information contained in this Request for Proposals, this is the forum for obtaining answers to those questions.

DATE OF BIDDER'S

PRE-APPLICATION MEETING:

Friday, November 5, 2021

TIME:

2:00 PM – 3:00 PM

LOCATION:

City of St. Louis Recreation Center 12 & Park
1410 S. Tucker

CONTACT:

Evelyn O. Rice
City of St. Louis Recreation Division
5600 Clayton Ave, In Forest Park
St. Louis, MO 63110
Rice-Peebles@stlouis-mo.gov
(314) 289-5320

ESTIMATED SCHEDULE:

Date	Activity/Time
Monday, October 25, 2021	Request for Proposal Released
Wednesday, November 3, 2021	Deadline for Bidder's Questions due by 4:30 PM
Friday, November 5, 2021	Bidder's Question Session 2:00 pm at 12 & Park Rec. Center
Monday, November 15, 2021	Due Date of Application- NO EXCEPTIONS 4:30 PM
Monday December 6, 2021	Selection by RFP Selection Committee
Friday, December 13, 2021	Notification of Award
TBA, 2021	Approval by St. Louis Board of Estimate and Apportionment
Tuesday, February 1, 2022	Contract Start Date
Tuesday, January 31, 2023	Completion of Initial Year of Project

Computer Learning Labs Organizer Request for Proposal

The City of St. Louis Recreation Division is soliciting proposals for Computer Learning Labs. Canvassing efforts will support a broader, coordinated, multi-faceted programming for our youth in our community.

1.0. INFORMATION FOR RESPONDENTS.

Applicants must adhere to the following:

- Applications must be in English
- Request for Proposal Checklist (page 29)
- Request for Proposal Cover Sheet
- Must contain a Table of Contents
- Project Abstract: Maximum two (2) single- paced pages

The proposal must include a project abstract. The abstract shall be a maximum of two (2) single-spaced pages and should be an overview of the proposal. The abstract must include:

- a. Name and brief description of the applicant organization including primary location, type of organization, years in existence, brief organization history, organizational mission and objectives; location where City data will be used and the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore; and any other relevant information that helps to provide an overview of the organization.
- b. A brief description of applicant organization's work history and experience relevant to provision of community engagement and education services for communities such as those identified in this RFP.
- c. A summary of the proposed schedule of services for engagement, education services, implementation timeline, and general barriers that might incur, and what is the plan to overcome those barriers.
- d. The overall budget for services listed in this RFP.

Do not assume that the reader knows your organization or program. Issuing an RFP does not obligate the City of St. Louis Department of Parks, Recreation and Forestry to award a contract to any provider, nor is the City of St. Louis Department of Parks, Recreation and Forestry liable for any costs incurred by the organizations in the preparation of proposals.

The City of St. Louis Department of Parks, Recreation and Forestry retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

1.1. Purpose and Intent.

This Request for Proposal (“RFP”) for a Computer Learning Lab Organizer issued on behalf of The City of St. Louis, Missouri (the “City”).

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified organization or company to operate Computer Learning Labs at a City of St. Louis Recreation Center(s). The term of the contract will be for three (3) years with two (2) independent one (1) year renewal options. The City will be purchasing all of the computers, software and an equipment that will be need to operate a learning lab. The City will provide \$192, 000 for instructional and management of the Learning lab. This amount may cover multiple RFP’s or a single RFP.

The intent of this RFP is to award a contract to the respondent whose proposal, conforming to this RFP is the most advantageous to the City. The City reserves the right to award the contract(s) resulting from this RFP to one or more respondents, as required and appropriate to meet the needs of the City.

1.2. Background.

The City of St. Louis Department of Parks, Recreation & Forestry is interested in starting Computer Landing Lads at each of its Recreation Centers for enhanced and increase the knowledge, skill, and abilities for youth and adult populations. The youth and adults will have computer access, printing, additional supplies and the requisite technical support provided by the RFP. Training will included STEM program, Gaming training, GED training, job training, employment application assistance, college or trade school application assistance, educational courses, financial literacy, business development, and introduction to entrepreneurship etc. The Learning Laps in a collective effort to provide a positive outlet for individuals to participate and have access to technology along with technical support outside of school. Ideally but certainly subject to the City’s discretion, the Learning Laps would be managed and operated in the hours of approximately 8:00am until 8:00pm in a computer lab room(s) in a City of St. Louis Recreation Center(s) weekly. The Learning Laps would include printer, internet access, scanners, projectors, and internet modems/wireless routers etc. which will provide by the centers.

1.3. RFP Timeline.

The Request for Proposals (RFPs) may be obtained beginning Monday, October 25, 2021 from Evelyn O. Rice in the following ways:

- 1) at the City of St. Louis Department of Parks, Recreation and Forestry, 5600 Clayton Ave, In Forest Park, St. Louis, MO 63110,
- 2) downloaded from the City of St. Louis website at <https://www.stlouis-mo.gov/government/procurement.cfm>

1.3.1. Question and Answer Period.

It is the policy of the City to accept questions and inquiries regarding this RFP only via U.S. mail. Written questions shall be mailed to the attention of the following individual:

Ms. Evelyn Rice
Commissioner of Recreation
Director of Parks, Recreation & Forestry
5600 Clayton in Forest Park
St. Louis, Missouri 63110
Tel: 314-289-5320

All questions must be submitted in writing via mail/email no later than 4:30 pm (CDT) **Wednesday, November 3, 2021** to Evelyn O. Rice at Rice-Peebles@stlouis-mo.gov. All questions submitted by the deadline will be addressed at the Bidder's Pre-Application Meeting on Friday, November 5, 2021 and provided in writing. The City will maintain a list of any organization or company requesting copies of the RFP and shall ensure that copies of all questions and responses hereto shall be made available to each respondent on such a list. Contact with any committee members other than Evelyn Rice is strictly prohibited.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short *procedural* inquiries may be accepted by telephone by the City; however, oral explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall **not** contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal and is strictly prohibited.

1.3.2. Submission of Proposal.

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. **THE DATE, TIME AND LOCATION ARE:**

<u>Date:</u>	NOVEMBER 15, 2021
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<u>Time:</u>	4:30 P.M., CENTRAL STANDARD TIME
<u>Location:</u>	DEPARTMENT OF PARKS, RECREATION & FORESTRY 5600 CLAYTON IN FOREST PARK ST LOUIS, MO 63110

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR COMPUTER LEARNING LABS ORGANIZER**. Proposals submitted via e-mail or facsimile will not be accepted. **Late or incomplete proposals will not be accepted**

Each respondent must submit **one (1) sealed, complete, ORIGINAL proposal**. Each respondent must also submit **seven (7) sealed, full, complete and exact copies** of the original. It is suggested that the respondent make and retain a copy of its proposal.

Proposals provided in any other manner will not be considered as valid and will be rejected. Proposals may be mailed or delivered personally but must be received by the point of contact listed in this Section of this RFP by the deadline listed in this Section. Proposals received late will be returned unopened to the sender. Respondents must assume full responsibility for timely delivery of proposals at the designated location.

1.4 Representations of Respondents

In submitting a proposal, each respondent represents that:

- 1) he or she has read and understands the RFP and that the proposal is submitted in accordance therewith;
- 2) the proposal has been prepared independently without collusion with any other person, organization or company for the purpose of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person, organization or company (other than a full-time employee working solely for the respondent) to solicit or secure this contract.

2.0 SCOPE OF WORK

2.1 Background

The City is interested in receiving sealed proposals for the purpose of awarding a contract to organization or company to provide for the complete management of a Computer Learning Labs at a City of St. Louis Recreation Centers(s).

Scope of Services

- Provide STEM Programs for ages 8 and up

- Provide Gaming Programs and training for ages 8 and up
- Provide GED Training for ages 16 and up
- Provide Employment application assistance
- Provide help with completing College or Trade School application
- Provide Business development
- Maintaining the Recreation Center & its Lab Class rooms in an orderly, safe and clean manner at all times
- Responsible for repairing and replacing any preventable damage as confirmed by the City as related to labs operations

2.2 Signage

The organizer is responsible for any applicable signage associated with the labs but any proposed or used requires prior written approval from the Director of RFP before placement of the same.

2.3 Permits

The organizer will be required to obtain and all associated permits of the City of St. Louis for any special events contemplated with the labs during the term of the contract.

3.0 Site visit

Respondents may request a site visit to the recreation center(s) being considered by the City for the Computer Learning Labs. The recreation center and lab class rooms must be accepted in an **AS IS** Condition. The submission of a proposal will be construed by the City to mean that the interested organization or company has made such examination and investigation and agrees to fulfill the requirements of the contract in full accordance with the contract and that he/she is entirely familiar with and thoroughly understands all such requirements.

The City makes no warranties or guarantees about the condition of the facilities.

4.0. QUALIFICATIONS AND PROPOSAL

The successful respondent must be qualified to provide professional, computer learning labs crucial traits for computer technology including related word processing skills and spreadsheet skills, gaming skills, database management skills, internet navigation skills, email management skills, networking skills, touch typing if applicable; have experience with Media Lab, and Lan Gaming, related experience, and the ability to perform said services. Please submit with your proposal, all financial statements including net worth for the past three (3) to five (5) years and resumes of your proposed management/operating staff for review.

The proposal should contain the following:

- A. Detailed information regarding any prior management experience of the respondent with Computer Learning Labs operation(s). A minimum of three (3) to five (5) years of experience is desirable.
- B. Detailed information regarding any prior experience in the operation of a computer learning labs including information on staffing, related equipment purchasing, games, type of computers used, list of software used, including the number of years of experience. A minimum of three (3) to five (5) years of experience is at least desired.
- C. Detailed information on any prior experience related to an organized list of references and state any other names the organization or company or major stockholder or owner may have conducted business with in the past three (3) to five (5) years. If incorporated, please identify the states(s) you are incorporated in at present. State if you have filed bankruptcy or have any pending litigation against you or have had any litigation filed against you within the past three (3) to five (5) years. Respondent may include any other recreational-related management experience for the committee's review.

In addition to addressing items A through C above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

- 1. Completed Minority and Women's Business Enterprise form (Appendix 1).
- 2. Completion of Unauthorized Alien Employees Affidavit (Appendix 2).
- 3. Statement of the organization or company's ability to meet all requirements of the Americans with Disability Act (ADA).
- 4. Statement of the organization or company's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
- 5. Statement of the organization or company's ability to meet all audit requirements.
- 6. Statement of the organization or company's ability to meet all non-discrimination requirements.

5.0 SELECTION CRITERIA

5.1. Proposal Selection Committee.

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Department of Parks, Recreation and Forestry. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

5.2. Selection Criteria.

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical.

The Selection Committee will review proposals using the following criteria as a general guide to determine which, if any, proposals are the most advantageous to the City's needs and which respondent is most qualified to provide the requested services:

- A. Years of experience in operating a Learning Lab at a recreation center or similar facility.
- B. The qualifications and experience of the organization or company and its staff to perform the requested services, as requested in this RFP.
- C. Specialized experience in computer, gaming or related management.
- D. Quality of Business Plan.
- E. Quality of Marketing Plan.
- F. The experience and ability to immediately staff and operate Learning Lab.
- G. Professional reference information.
- H. Proximity of organization or company to the City of St. Louis.
- I. The organization or company's level of Minority and Women's Business Enterprise (M/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: www.mwdbe.org or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).
- J. The ability of organization or group to meet statutory or ordinance requirements.

In addition to addressing items A through J above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

- K. Completed Minority and Women's Business Enterprise form (Appendix 1).
- L. Completed Unauthorized Alien Employees Affidavit (Appendix 2).

- M. Completed Anti-Discrimination Against Israel Act (Appendix 3).
- N. Statement of the organization or company's ability to meet all requirements of the Americans with Disability Act (ADA).
- O. Statement of the organization or company's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
- P. Statement of the organization or company's ability to meet all audit requirements.
- Q. Statement of the organization or company's ability to meet all non-discrimination requirements.

5.3 Rights

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a response, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause, 2) request additional information from respondents as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all respondents and reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

After the selection of a respondent to provide operation of the Learning Labs the City and such respondent will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection process with that respondent and proceed to contract discussions with another respondent or terminate the process altogether. This list of the City's rights is not all-inclusive.

PRF will also appoint a monitor to monitor the contract on a regular basis.

6.0 ADDITIONAL INFORMATION.

6.1. Amended Proposals.

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.

6.2. Right to Withdraw Proposal.

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

6.3. Revisions to Proposal

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

6.4 Respondent Responsibility.

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

6.5 Cost Liability.

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

6.6 Audits

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the organization or company's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the

firm's full compliance with contract documents. In those situations where the organization or company's records have been generated from computerized data or records, in addition to hard copy (reports), the organizer shall provide such information on disk or in a suitable alternative electronic format.

6.7. Contents of Proposals.

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

6.8. No Obligation.

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written contract properly approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to obtaining a fully executed written contract.

6.9. Termination.

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

6.10. Governing Law.

This RFP and any contract with a respondent that may result, shall be governed by the laws of the State of Missouri.

6.11 Non-Discrimination

In connection with the contract resulting from this RFP, the organization or company agrees that in performing any services resulting from this RFP, neither the organization or company nor anyone under their control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

6.12 Living Wage & Minority Participation

The selected organizer will be expected to comply with the City's Living Wage Ordinance No. 65597, and all respondents are encouraged to review this ordinance prior to making their

submissions. The City is actively seeking participation by MBE and WBE firms and encourages those firms to submit proposals. The selected organization or company shall make a good faith effort to maximize the utilization of women and minority-owned businesses (W/MBE) in all of its activities under the resulting contract and shall comply with the Mayor's Executive Order No. 28, as or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

6.13 Americans with Disabilities Act (ADA).

In connection with the furnishing of goods and services under any contract resulting from this RFP, the organization or company shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

6.14 Unauthorized Alien Employees.

As a condition for the award of the resulting contract, the selected organization or company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by sworn affidavit (attached hereto as Appendix 2) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the resulting contract. The selected contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the resulting contract pursuant to the above-stated Statutes.

6.15 Anti-Discrimination Against Israel Act

As a condition of the Contract, respondent shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached hereto as "Appendix 3") affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or persons or entities doing business in the State of Israel.

6.16 Subject to Appropriation.

Any contract that results from this RFP is subject to annual appropriation by the City. Any contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

6.17 Indemnification.

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of

issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

6.18 Insurance

Any Contractor awarded this contract shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance, which shall not be less than the following:

- A.** General Liability Coverage insuring property damage and injury to persons of at least \$1,000,000.00 each occurrence/\$3,000,000.00 general aggregate;
- B.** Automobile/Motor Vehicle Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit;
- C.** Worker's Compensation Insurance as required by the State of Missouri;

No coverage amounts listed shall be construed to limit the liability of the Contractor.

The Contractor awarded this contract shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of this contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be mailed to:

Office of the Commissioner of Recreation Evelyn Rice
Department of Parks, Recreation & Forestry
5600 Clayton Ave, In Forest Park
St. Louis, MO 63110

The Contractor's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (<http://www.ambest.com/home/default.aspx>).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Contractor's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and does not make the City a partner or joint-venture with Contractor in its operations hereunder. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or

similar coverage and, in such circumstances, the City's policy will be excess over Contractor's policy.

6.19 Limitations of Liability

The City will not accept any contract awarded following this RFP that includes a limitation of liability clause. Limitations of liability clauses include, but shall not be limited to:

- A. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances.
- B. Limits on categories of risks or liabilities for which a vendor or contractor will compensate the City.
- C. Limits on or disclaimers of certain damages.
- D. Limits on when the City can bring a breach of contract or breach of warranty claim.
- E. Limits on when the City can bring a tort claim.

6.20 Earnings Tax Withholding

- A. Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the contract stating that the contractor has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.
- B. Every contract for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

7.0 LICENSES AND PERMITS

The successful respondent must obtain and maintain a valid business license with the City of St. Louis, which is valid at the time of contract execution.

8.0 PERFORMANCE BOND

The successful respondent shall execute and file in the office of the City Register within thirty days after their bid is accepted a performance bond to the City in the sum of \$15,000 with good and sufficient sureties and qualifications to be approved by the Comptroller conditioned as set forth in the agreement that the facility must at all times be kept in a neat, clean, sanitary and orderly condition to the satisfaction of the City. Said bond must be renewed annually.

9.0 FEDERAL LEGAL REQUIREMENTS INCLUDING ARPA REPORTING

To comply with federal laws, including the American Rescue Plan Act, the City shall require that any contract or subrecipient agreement between the City and a respondent arising out of this RFP include Supplementary Conditions in substantially the form set forth on Appendix 4 as binding terms of the contract or agreement. The final wording of the Supplementary Conditions may be modified during contract negotiations.

Appendix 1

**CITY OF ST. LOUIS
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION PLAN**

CONTRACTING AGENCY:

PROJECT NAME:

NAME OF PRIME CONSULTANT:

PROJECT GOAL: ____ % MBE; ____ % WBE

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

PRIME CONSULTANT AUTHORIZED SIGNATURE

DATE

Appendix 2

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____
(**Name**) who, by me being duly sworn, deposed as follows:

My name is _____ (**Name**), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (**Position/Title**) of _____. (**Contractor**)

I have the legal authority to make the following assertions:

1. _____ (**Contractor**) is currently enrolled in and actively participates
in a federal work authorization program with respect to the employees working in
connection with this Agreement, as required pursuant to Sections 285.525 through
285.555 of the Revised Statutes of Missouri, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as
amended, _____ (**Contractor**) does not knowingly employ any
person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

APPENDIX 3

STATE OF _____)
) SS/
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE WITH ANTI-DISCRIMINATION AGAINST ISRAEL ACT
(Effective 8-28-2020) (Contracts in excess of \$100,000.00/Companies 10 employees or more)

Before me, the undersigned Notary Public, personally appeared _____

(Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____

(Company)

of St. Louis.

I have the legal authority to make the following assertion:

Pursuant to Section 34.600 of the Revised Statutes of Missouri,
_____ (Company) of St. Louis is not currently engaged in and shall
not, for the duration of the _____ contract, engage in a boycott of goods or services from the
State of Israel; companies doing business in or with Israel or authorized by, licensed by,
or organized under the laws of the _____ State of Israel; or persons or entities doing business
in the State of Israel.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official

seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

APPENDIX 4

SUPPLEMENT OF REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The City of St. Louis, Missouri (the “City”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “City” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.

2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 et seq. (the “Uniform Guidance”). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and

final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds. The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. The Contractor shall return to the City any funds disallowed within ninety days of notification by the City to return such funds.

3. BREACH OF CONTRACT TERMS. The City reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.

5. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 12 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. SAM. Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:

- a. Be registered in the SAM prior to submission of an application or plan;
- b. Maintain an active SAM registration with current information, including information on a recipient’s immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and

c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.

d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.

10. PROCUREMENT. The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

11. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. AUDIT / ACCESS TO RECORDS. The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City's right to audit and/or access Contractor records that may be provided under the Agreement.

13. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement

(collectively, the “Records”) (i) for five (5) years after all funds have been expended or returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.

14. CITY SEAL, LOGO, AND FLAGS. The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to the Agreement. False statements or misrepresentations in a proposal to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.

16. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.

17. NONDISCRIMINATION. The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));

- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;

- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

- f. Equal Employment Opportunity-E.O. 11246, as amended; and

g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.

19. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

20. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

21. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

22. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000

for each violation and/or the imposition of an administrative compliance order on the responsible entity.

a. The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

b. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day

23. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor's Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.

24. RELOCATION ASSISTANCE. The Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition,

a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;

b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and

c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

26. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

27. LABOR STANDARDS. Contractor will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

28. LEAD-BASED PAINT. Contractor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

29. POLITICAL ACTIVITY (HATCH ACT). The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

APPENDIX E

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

(To be completed by each respondent to a bid/proposal solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

_____ (Signature)

NAME: _____

TITLE: _____

DATE: _____

Computer Learning Labs Request for Proposal

CHECK LIST

Please review and enclose this checklist to ensure that your application is complete. Applications that **do not contain a copy of each of the items below will be considered incomplete and will not be reviewed.**

- I. *Application Cover Sheet* _____
- II. *Project Abstract* _____
- III. Program Narrative & Budget
 - A. Organization Description/Capability Statement _____
 - B. Organizational Experience and Qualifications _____
 - C. Scope of Work _____
 - D. Approach to Project Design and Implementation _____
 - E. Project Work Plan _____
 - F. Budget & Financial Capacity _____
- IV. Other Requirements
 - A. Business Documents
 - 1. Copy of City of St. Louis business license (or waiver letter) _____
 - 2. Proof of non-delinquency of tax payments _____
 - 3. Information on minority and women enterprise participation in Organization (see Appendix 1) _____
 - 4. Living Wage Acknowledgement and Acceptance Declaration (Appendix E) _____
 - 5. No Unauthorized Alien Employees Affidavit (Appendix 2) _____
 - 6. Compliance with Anti-Discrimination Against Israel Act Affidavit (Appendix 3) _____